STATE OF RHODE ISLAND
CONTRACTORS REGISTRATION AND LICENSING BOARD
560 JEFFERSON BOULEVARD, SUITE 100
WARWICK, RI 02889

IN THE MATTER OF:	:	
DAVID MANFREDO,	:	
d/b/a BREACHWAY HOMES, LLC.,	:	
d/b/a ELEVATE CONCRETE COATINGS,	:	**Complaint No. 24-279**
	:	**Complaint No. 24-347**
RESPONDENT.	:	**GC No. 50274 (expired)**

CONSENT AGREEMENT

The Department of Business Regulation ("Department")[1] and David Manfredo d/b/a Breachway Homes, LLC and d/b/a Elevate Concrete Coatings ("Respondent")(collectively, the "Parties"), consent and agree to the following:

1. According to the Rhode Island Secretary of State's Business Entity Search Portal ("Business Entity Search Portal"), Respondent Breachway Homes, LLC is a domestic (Rhode Island) limited liability company, with a principal location at 163 Allegra Lane North Kingstown, RI 02852, the registered agent is named as Respondent David Manfredo ("Manfredo"), and the stated business purpose is "CONCRETE COATINGS AND FLOORING CONTRACTOR."

2. According to the Business Entity Search Portal, Respondent Breachway Homes, LLC ("Breachway") has a fictitious name as Respondent Elevate Concrete Coatings and was previously, prior to December 1, 2020, named Vandelay Realty LLC.

3. According to the Board's registration records, Manfredo first became a registered contractor with the Board, on or about May 2, 2024. The registration expired May 2, 2025, and has not been renewed.

[1] Within the jurisdiction of the Department of Business Regulation ("Department") there is the Division of Building, Design and Fire Professionals ("Division") that includes the State Building Office ("Office" or "SBO"), which includes several professional boards including the Contractors' Registration and Licensing Board ("Board"). See R.I. Gen. Laws §§ 42-14-1, 5-65-1, 5-84-2, and 5-84-3.1.

4. According to the Board's registration records, Manfredo operates a construction business by the name of Breachway Homes, LLC., and the business address is 163 Allegra Lane North Kingstown, RI 02852.[2]

5. According to the Board's registration records, Manfredo offers contractor services under his contractor registration by the name of one additional company name, Elevate Concrete Coatings, and the company's address is provided as 163 Allegra Lane North Kingstown, RI 02852.

C-24-279

Failure to Provide Contractual Disclosures in Violation of R.I. Gen. Laws Chapter 5-65

6. On or about August 21, 2024, the Board received complaint number 24-279 ("Complaint No. 1") alleging that on or about May 7, 2024, Manfredo agreed to provide contractor services for the complainant at [redacted] Providence, RI ("Site No. 1") for the total cost of $5,000.

7. According to a contract appended to the complaint ("Contract No. 1"), featuring an Elevate Concrete Coatings letterhead, Respondent agreed to perform the following work for Complainant No. 1:
    a. Patio coating, full flake approximately 1100 sqft,
    b. Surface preparation of concrete (previous coating removal, grinding),
    c. Moisture vapor barrier application,
    d. Epoxy base coat application,
    e. Flake color TBD,
    f. Polyaspartic top-coat.

8. The contract dated May 7, 2024 between Manfredo and Complainant No. 1 ("Contract No. 1") did not contain a notice of possible mechanic's lien or Manfredo's Board registration number.

9. Contract No. 1 contained a notation that three-thousand dollars $3,000 had been paid and that two-thousand dollars $2,000 was due upon completion of the work; a subsequent copy of Contract No. 1 contains a notation that three hundred and fifty dollars $350 was added to the total due upon completion for the "stairs", and the notation is dated May 26, 2024.

10. Complaint No. 1 states that on May 13, 2024, May 24, 2025, and May 26, 2025, Manfredo arrived at the Site and removed the top coating of the patio, applied the base coat and the flakes, and applied the top coat, respectively.

[2] Manfredo failed to complete the portion of his registration application to provide the city, state and zip code for his business's address, but he did provide his personal address as 163 Allegra Lane North Kingstown, RI 02852. Upon information and belief and consistent with Respondent's Business Entity filings with SOS, the business address for Respondent Breachway Homes, LLC, is the same as Respondent David Manfredo's personal address in North Kingstown, Rhode Island.

11. Complainant No. 1 stated that on May 31, 2025, he notified Manfredo that the patio had dry spots that still needed sealing, and Manfredo replied that he would come back to the Site and apply more sealant to the dry spots.

12. Complainant No. 1 stated that he contacted Manfredo several times between June 3, 2025 and August 16, 2025, explaining that Manfredo still needed to return to address the dry spots; Manfredo stopped responding to him.

13. On August 16, 2025, Complainant No. 1 located a crack in the topcoating into which water had seeped. Complainant No. 1 stated that he then notified Manfredo of the crack, to which Manfredo replied that the crack was not his problem.

14. Complainant No. 1 stated that Manfredo never returned to the Site after May 26, 2025.

15. Beginning August 21, 2024, an investigation into Complaint No. 1 commenced and the following was confirmed:

    a. Manfredo first registered as a contractor with the Board in May 2024, which was effective through May 2, 2025;

    b. At the time of contracting with Complainant No. 1, Manfredo was a registered contractor with the Board; and

    c. Contract No. 1 failed to include a notice of possible mechanic's lien and also failed to include Manfredo's Board registration number.

C-24-347

Dishonest and/or Fraudulent Conduct, Failure to Provide Contractual Disclosures, and Failure to Pay Subcontractor

16. On or about October 23, 2024, the Board received complaint number 24-347 ("Complaint No. 2") alleging that on or about May 2, 2024, Manfredo agreed to perform contractor services at the Complainant No. 2's property located at [redacted] North Kingstown, RI 02852 ("Site No. 2") to build an accessory dwelling unit, for the total cost of $115,945.00.

17. According to a contract appended to Complaint No. 2 ("Contract No. 2"), featuring an Elevate Concrete Coatings letterhead, Respondent agreed to perform the following types of work to build the accessory dwelling unit at Site No. 2:
    a. Electrical
    b. Concrete Work
        i. To include, "[f]ooting, foundation walls, grade drops, jump forms, 3k psi concrete for footing walls, foundation bolts"
    c. Framing
    d. Plumbing
    e. Excavation

f. Drywall
g. Tile

18. Contract No. 2 did not include a notice of possible mechanic's lien.

19. Contract No. 2 did not include Respondent's Board registration number.

20. According to Complainant No. 2:

> [I] [h]ired David Manfredo as General Contractor for an addition at my property . . . My elderly father would be moving into the apartment when completed. My father and I have given over $97,000 to David Manfredo. I found out that none of the contractors that David [M]anfredo had put in place never received any deposits to secure the work. One of the contractors who completed the Foundation work over a month previous had not received any money at all and contacted me to put a lien on the property. I contacted David Manfredo and he said he would pay him in a week and has not . . . My Fathers $97k is gone[] and all we have is a foundation, which has not been paid for by David Manfredo.

21. On or about October 1, 2024, Complainant No. 2 filed a civil suit against Respondent Breachway Homes, LLC and Manfredo, alleging breach of contract, fraud, and violations of the Rhode Island Construction Trust Act (R.I. Gen. Laws § 34-27.2-4). Travis Washay v. Breachway Homes, LLC and David Manfredo, WC-2024-0548 (R.I. Super. Ct.).

22. According to an affidavit signed and attested to by Travis Washay ("Washay Affidavit") and filed in WC-2024-0548:

> 2. I contracted with Defendant, Breachway Homes, LLC to act as a construction manager on a residential construction project to build an apartment unit for my elderly father at the property I own North Kingstown.
> . . .
> 4. I advanced substantial sums of money to Defendants that were supposed to be used as deposits to be paid to subcontractors to perform work on the project.
> 5. On the following dates, I advanced monies to Breachway as follows:
> a. July 3, 2024 – $19,723.00
> b. July 19, 2024 – $18, 344.00
> c. August 2, 2024 – $450.00
> d. August 4, 2024 – $14,250.00
> e. August 12, 2024 – $1,000.00
> f. August 15, 2024 – $1,450.00
> g. August 20, 2024 – $475.00
> h. August 27, 2024 – $19,140.00
> i. August 29, 2024 – $3,000.00
> j. September 17, 2024 – $1,080[]
> k. September 20, 2024 – $14,400.00

6. On each occasion, Manfredo represented that the monies I advanced would be used to pay subcontractors to advance the project.
7. After advancing the monies, I was contacted by a subcontractor who constructed the foundation for the project and I was told by that subcontractor that it had not been paid by Breachway of Manfredo and that the subcontractor was going to record a mechanic's lien on my property in North Kingstown.
8. Manfredo had represented to me that the foundation subcontractor had been paid in full.[3]

23. According to Complainant No. 2 and the Washay Affidavit, Respondent accepted $97,000 pursuant to Contract No. 2.

24. According to Complainant No.2 and the Washay Affidavit, despite hiring Respondent to perform as the general contractor for work at Site No. 2, and despite paying Respondent $97,000 to compensate subcontractors to perform work at Site No. 2, Respondent failed to pay the subcontractor hired to install a foundation at Site No. 2.

25. According to Complaint No. 2, Complainant No. 2 was forced to pay $5,000 directly to the foundation subcontractor to avoid a mechanic's lien being filed on his property, even though funds to compensate the foundation subcontractor had already been paid to Respondents Manfredo and Breachway Homes, LLC.

26. According to Richard Spiewak, principal of Coastal Concrete Forms Company,[4] the foundation subcontractor hired by Manfredo, Manfredo did not pay him for the work performed at Site No. 2, and despite Complainant No. 2 paying $5,000 to avoid the subcontractor filing a mechanic's lien, there is still an outstanding debt owed for the installation of the foundation.[5]

27. According to Respondent Breachway's bank statements for the period of July 1, 2024 to July 31, 2024 ("Breachway's Statements"), on July 3, 2024, a check in the amount of $19,723.00 was deposited; the ending balance for the banking period was negative $4,671.99.

28. According to Breachway's Statements, on July 5, 2024, nine online deposits totaling $13,900 were made via online transfers from Respondent Breachway's bank account into Manfredo's personal bank account.

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[3] On March 21, 2025, an Order was entered in WC-2024-0548 granting Plaintiff's Motion for Issuance of Writ of Post-Judgment Attachment, and commanding Bally's Tiverton Casino and Hotel, Bally's Twin River, Sportsbook Rhode Island and/or "any other in-person or online betting/gambling establishment or service" to attach any of Manfredo's winnings up to the amount of $93,000, plus $1,000 in costs. On April 25, 2025, Judgment entered for the Plaintiff, granting its summary judgment motion and in the amount of $93,000, plus $1,000 in costs, plus treble damages, for a total of $280,000.

[4] Coastal Concrete Forms Company is a registered contractor with the Board, GC-7803.

[5] According to Respondent's contract with the complainant, the entire line-item cost for the installation of the foundation totaled $15,200.

29. According to Manfredo's personal bank statements for the period of July 1, 2024 to July 31, 2024, on July 5, 2024 ("Manfredo's Statements"), on July 5, 2024, nine online deposits totaling $13,900 were made via online transfers from Respondent Breachway's bank account.

30. According to Manfredo's Statements, on July 5, 2024, nine payments were made to "Sportsbook Rhode Island" totaling $5,000, two payments of $1,000 each were made to individuals via Zelle, and $20 was withdrawn from an ATM on Mineral Spring Ave., in North Providence. The ending balance for the period was $233.44.

STATEMENT OF LAW

31. According to R.I. Gen. Laws § 5-65-1(7)(i), a "Contractor" is someone who,

> in the pursuit of an independent business, undertakes or offers to undertake or submits a bid, or for compensation and with or without the intent to sell the structure constructs, alters, repairs, improves, moves over public highways, roads, or streets, or demolishes a structure or to perform any work in connection with the construction, alteration, repair, improvement, moving over public highways, roads, or streets, or demolition of a structure, and the appurtenances thereto. For the purposes of this chapter, "appurtenances" includes, but is not limited to, the installation, alteration, or repair of wells connected to a structure consistent with chapter 13.2 of title 46, garage, carport, porch, patio, decks, docks, sheds, tents, gazebos, walkways, fencing, driveways, retaining walls, swimming pools, sidewalks, stone/masonry walls, and parking lots.

32. Pursuant to R.I. Gen. Laws § 5-65-10(c), subject to providing notice and an opportunity for a hearing, if a contractor violates any provision of R.I. Gen. Laws §§ 5-65-3 or 5-65-10, or the regulations promulgated thereunder, the Department's State Building Office ("Office" or "SBO"), which includes the Board, may impose a fine of up to $5,000, for a first violation and a fine of up to $10,000, for each subsequent violation.

33. Pursuant to R.I. Gen. Laws § 5-65-10(a)(10), "[d]eposits received by a contractor and ordered returned are not considered a monetary award when no services or supplies have been received."

34. Pursuant to R.I. Gen. Laws §§ 5-65-10(a)(1), (3), (11), and (14), the Board or Office may revoke, suspend, or refuse to issue, reinstate, or reissue a registration if the board or office determines, after notice and opportunity for a hearing, that any of the following occurred:
    a. That the registrant violated § 5-65-3 or any other provision of Chapter 5-65,
    b. That the registrant engaged in a conduct as a contractor that is dishonest or fraudulent that the board and or office finds injurious to the welfare of the public,
    c. That the registrant breached a contract, and
    d. That the registrant has failed to complete a project(s) for construction or willfully failed to comply with the terms of a contract or written warranty.

35. According to R.I. Gen. Laws § 5-65-22, "All contractors subject to the provisions of this chapter must include their certificate of registration number on all advertising proposals, contracts, and invoices displayed in a conspicuous manner."

36. "All work performed, including labor and materials, in excess of one thousand dollars ($1,000) shall be accompanied by a contract in writing. Contracts required pursuant to this subsection shall include consumer disclosures and information required pursuant to regulations promulgated by the board[6] and" a Notice of Possible Mechanic's Lien. R.I. Gen. Laws § 5-65-3(o).

37. Pursuant to R.I. Gen. Laws § 5-65-10(b), "[s]ubject to providing notice and an opportunity for a hearing, in addition to all other remedies, when the board or office has reason to believe that a person has engaged in, or is engaging in, any act, practice, or transaction that violates the provisions of this chapter or the regulations promulgated thereunder, the board or office may order such person to cease and desist from the violation . . ."

38. R.I. Gen. Laws § 5-65-10(k) provides, "[w]hen upon investigation a complaint reveals: serious code infractions; unsatisfied mechanic's liens; abandonment of a job for a substantial period of time without apparent cause; or any other conduct detrimental to the public, the board can double the fines."

39. Pursuant to R.I. Gen. Laws § 5-65-16(f)(3), in addition to the authority to impose fines, the Board is authorized to provide any other relief and/or remedy provided under Chapter 5-65 of the Rhode Island General Laws and the Rules and Regulations for Contractors 440-RICR-10-00-2.[7]

40. An investigation conducted into Complaint No. 2 beginning October 23, 2024, confirmed the following:

    a. Manfredo was a registered contractor with the Board, with a valid registration until May 2, 2025.

    b. At the time of contracting with Complainants No. 1 and 2, Manfredo was a registered contractor with the Board.

    c. Manfredo used a contract for construction without the necessary disclosures and his registration number when he entered into Contracts No. 1 and 2.

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[6] "Notice of Violation shall be issued for, but are not limited to, the following conduct: . . . (12) No right of rescission clause." 440-RICR-10-00-1 § 12.2(A)(12).

[7] See also 440-RICR-10-00-1.9.2(F)(2) of the Board's Rules and Regulations for Administrative Hearings, which provides that if a Hearing Officer determines that a violation of Chapters 5-65, 5-65.1, 5-65.2, 5-65.3, 5-73, and/or Parts 1-6 of 440-RICR-10-00 has occurred, the Hearing Officer may order return of the deposit if no work has commenced.

d. For Complaint No. 2, Respondent conducted himself dishonestly and/or fraudulently by accepting large sums of money from Complainant No. 2, then hiring subcontractors to perform work on the project, arranging for performance of their services, and ultimately failing to compensate the subcontractors for those services, causing the project to stall and the homeowner to accrue additional expenses to avoid liens being filed on his property.

e. For Complaint No. 2, Respondent failed to pay a subcontractor who did perform contractor services for the Respondent, acting as general contractor for the project.

f. For Complaint No. 2, Respondent dishonestly and/or fraudulently absconded with the remainder of the complainant's deposit without additional performance under Contract No.2.

CONDITIONS

41. In an effort to affect a timely and amicable resolution of the issues raised herein, the Parties enter into this Consent Agreement solely for the purposes of avoiding the burdens and expenses of litigation and pursuant to the following representations, terms and conditions:

    a. Respondent affirms the veracity of paragraphs 1-14 and 16-30, and consequently admits that the facts as represented in the aforementioned paragraphs represent violations of R.I. Gen. Laws §§ 5-65-10(a)(1), (11), (14), and R.I. Gen. Laws § 5-65-3(o) regarding Complaint No. 1, and violations of R.I. Gen. Laws §§ 5-65-10(a)(3), (11), and (14) regarding Complaint No. 2.

    b. The Respondent shall deliver to the Chief of the CRLB the total amount of two-thousand dollars ($2,000.00) paid to the order of Complainant No. 1, over the course of 12 months, in 12 equal installments of $166.66 beginning December 1, 2025; and

    c. Respondent shall permanently and irrevocably surrender his ability to be registered with the CRLB, specifically including but not limited to Registration No. 50274.

42. *Final Determination.* The Parties agree that this Consent Agreement and its terms represent the final determination of this matter.

43. *Referral of Debt.* Respondent agrees, understands and acknowledges that pursuant to R.I. Gen. Laws § 42-142-8, his is hereby on notice that if the above payment(s) is not made in full within thirty (30 days) of the payment deadline referenced above, the Department shall refer the debt to the Central Collections Unit ("CCU") within the Department of Revenue ("DOR") for that agency to collect the debt. Debts referred to the CCU accrue an annual interest rate of thirteen percent (13%) until the amount due is paid in full.

44. *Waiver of Hearing and Appeal.* By agreeing to resolve this matter through the execution of this Consent Agreement, Respondent knowingly and voluntarily waives any right to an administrative hearing and waives any right to pursue an appeal to the Board and the Superior Court under Chapter 5-65 and the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1, *et seq.*

45. *Public Record.* Once executed, this Consent Agreement shall be a public record under the Access to Public Records Act, R.I. Gen. Laws Chapter 38-2, and § 1.5(C) of 440-RICR-10-00-1, and it shall be published on the Department's website under "Enforcement Actions."

46. *Enforcement.* If Respondent fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, the Respondent will be in violation hereunder and the Department shall be entitled to immediately take enforcement or other action in accordance with applicable law.

47. *Compliance; Laws.* Compliance with the terms of this Consent Agreement does not relieve Respondent of any obligation to comply with other applicable laws or regulations administered by or through the Department, including the Division, the SBO and the Board, or any other governmental agency.

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SIGNATURE PAGE

For the Department:

Signature
James Gallo
Chief, Contractors' Registration and Licensing Board

Date: 10-28-25

Respondent:

Signature
Mr. David Manfredo

Date: 10-28-2025

Respondent's Counsel:

Sean Parker, Esq.

Date: 10/28/25